

# Exhibit 16

# REDACTED

**From:** Curnutte, Douglas L  
**Sent:** Thursday, June 8, 2017 3:54 PM  
**To:** 'Barry Jeremias' <[barryjeremias@gmail.com](mailto:barryjeremias@gmail.com)>; Mack, Glenda D <[Glenda.Mack@kindred.com](mailto:Glenda.Mack@kindred.com)>  
**Cc:** 'Judah Bienstock' <[judah@mgmhealthcare.com](mailto:judah@mgmhealthcare.com)>  
**Subject:** RE: [EXTERNAL] 250k

Barry

I got your email and although we prefer payment via wire transfer, we will accept checks. Below confirms our agreement. I modified the following payments to \$300,000 so we reach the \$1,150,000.

This email confirms our agreement concerning the recent termination notices sent to the facilities on the attached spreadsheet, and you acknowledge and agree that the amounts listed are due and owing for services provided through May 31, 2017. You are an authorized representative for those entities and have requested that RehabCare extend its termination date to July 5, 2017 (except for the Ohio facilities for which we are no longer providing services) in order for the parties to resolve the amounts owed under acceptable terms to the parties, or the facilities find replacement provider(s). You acknowledge that RehabCare's termination notices complied with its contractual rights. Based on your representations of payments detailed below, RehabCare has relied on your promises and will accept new admissions through July 5, 2017. RehabCare is willing to accommodate your requests concerning new admissions, extending the termination date, and meeting to resolve payment terms prior to litigation, based on your promises contained in this agreement.

The facilities identified on the attached spreadsheet and you personally, jointly and severally, agree to pay \$1,150,000 for the services provided from June 1, 2017 through July 5, 2017 as follows:

- a. \$250,000 on or before June 9, 2017
- b. \$300,000 on or before June 15, 2017
- c. \$300,000 on or before June 22, 2017, and
- d. \$300,000 on or before June 29, 2017.

The payments shall be applied first to the invoices for services provided after June 1, and any remainder shall be applied to the amounts owed on the attached spreadsheet. Application of payments shall be in RehabCare's sole discretion, as long as consistent with this agreement. If the payments outlined in this email agreement are less than the amounts owed for services provided for the period June 1 through July 5, you agree to pay the shortfall within ten (10) days of the invoice(s) for that period.

If you fail to make any payment, you acknowledge and agree that RehabCare may cease accepting new admissions immediately and terminate all or any of the relevant services agreements ten days thereafter with no right to cure (but no later than July 5, 2017 if the June 29, 2017 payment is not made.)

We further agreed that the parties will meet in the next few weeks to attempt in good faith to reach payment terms to resolve the amounts owed for services through May 31, 2017. That meeting shall occur in Louisville, Kentucky and you agree to personally attend.

Please respond to this email confirming your acceptance, or simply initiate the first wire and provide me the fed wire reference number. I need one or the other by the close of business today or we will proceed as provided in the termination notices.

Doug

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**From:** Barry Jeremias [<mailto:barryjeremias@gmail.com>]  
**Sent:** Thursday, June 8, 2017 2:57 PM  
**To:** Mack, Glenda D <[Glenda.Mack@kindred.com](mailto:Glenda.Mack@kindred.com)>; Curnutte, Douglas L <[Douglas.Curnutte@kindred.com](mailto:Douglas.Curnutte@kindred.com)>  
**Cc:** Judah Bienstock <[judah@mgmhealthcare.com](mailto:judah@mgmhealthcare.com)>  
**Subject:** [EXTERNAL] 250k

Glenda, doug

Per our agreement I instructed my office to make the money available. There will be checks dropped off tomorrow to rehab care office in STL totaling 250k.... checks are easier because Its coming from multiple facilities Its simply easier accounting.

Same amount will be paid weekly. Please confirm if that's ok for you.

Please note il will be traveling next 10 days. I really can't deal with this however the money will be there weekly as we agreed. Let's not have any more emergencies on this matter.

Kindly please respond ok so I can put this in motion now.

Confidentiality Notice: If you have received this e-mail in error, please immediately notify the sender by e-mail at the address shown. This e-mail transmission may contain confidential information and is intended only for the use of the individual(s) or entity to whom it is intended even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your compliance